

# **EXHIBIT “A”**

**SUPREME COURT of the STATE OF NEW YORK COUNTY OF BRONX**

X

**MICHAEL REED,**

Plaintiff(s),

-against-

**CHARLTON KRAUSE and RYDER TRUCK RENTAL, INC.,**

Defendant(s),

X

To the above named Defendant(s)

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's Attorney(s) within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded herein.

Dated: **BROOKLYN, NEW YORK**  
**MAY 25, 2021**

**ZWIRN & SAULINO, P.C.**

Attorney for Plaintiff  
Office and Post Office Address  
2606 East 15<sup>th</sup> Street, Suite 205  
Brooklyn, New York 11235  
(718) 615-7400

Notice: The object of this action is to recover for personal injury due to defendant(s) negligence

The relief sought is **Monetary Damages**

Upon your failure to appear, judgment will be taken against you by default for the sum which exceeds the jurisdiction of all lower courts which would otherwise have jurisdiction and which warrants the jurisdiction of this court with interest from March 17, 2021 and the costs of this action

**DEFENDANT(S) ADDRESS(ES)**

**CHARLTON KRAUSE**  
4222 Woodacres Drive  
East Stroudsburg, PA 18301

**RYDER TRUCK RENTAL, INC.**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

-----X

MICHAEL REED,

Plaintiff(s),

VERIFIED  
COMPLAINT

-against-

INDEX #:

CHARLTON KRAUSE and RYDER TRUCK RENTAL,  
INC.,

Defendant(s),

-----X

Plaintiff(s), complaining of the defendants by his attorney upon information and belief,  
respectfully allege(s):

**AS AND FOR A FIRST CAUSE OF ACTION**  
**ON BEHALF OF PLAINTIFF MICHAEL REED**

1. That on March 17, 2021 on a public highway called Northbound Bruckner Expressway at or near its intersection with Pelham Parkway in the County of Bronx, State of New York, the defendant CHARLTON KRAUSE negligently drove a motor vehicle bearing Registration #: 331181 INDIANA, into another motor vehicle in which plaintiff was operating.
2. That this action falls within one or more of the exceptions set forth in CPLR 1602.
3. That the cause of action alleged herein arose in the County of Bronx, State of New York.
4. That at the time of the commencement of this action, Plaintiff MICHAEL REED was a resident of the County of Bronx, State of New York.
5. That at the time of the commencement of this action, Defendant CHARLTON KRAUSE was, and still is, a resident of the State of Pennsylvania.
6. That on or about March 17, 2021 and at all times herein mentioned, defendant RYDER TRUCK RENTAL, INC., hereinafter referred to as "RYDER", was a domestic corporation organized and existing by virtue of the laws of the State of New York.

7. That on or about March 17, 2021 and at all times herein mentioned, defendant RYDER was a foreign corporation authorized to do business in the State of New York.

8. That on or about March 17, 2021 and at all times herein mentioned, defendant RYDER was a foreign corporation doing business in the State of New York.

9. That on March 17, 2021, motor vehicle bearing Registration #: 331181 INDIANA was owned by defendant RYDER.

10. That on March 17, 2021, motor vehicle bearing Registration #: 331181 INDIANA was operated by defendant KRAUSE.

11. That on March 17, 2021, at or near the location mentioned above, motor vehicle bearing Registration #: 331181 INDIANA and owned by RYDER and operated by KRAUSE, made contact with another motor vehicle bearing Registration #: JPP5106 NEW YORK.

12. That on March 17, 2021, motor vehicle bearing Registration #: 331181 INDIANA was operated by defendant KRAUSE with the permission and consent of the owner, RYDER.

13. That on March 17, 2021, motor vehicle bearing Registration #: 331181 INDIANA was operated by defendant KRAUSE within the scope of his employment.

14. That defendants, their agents, servants, employees and/or licensees were negligent, reckless and careless in the ownership, operation, control, management, supervision, and maintenance of their said motor vehicle; in operating their said motor vehicle in a manner which unreasonably endangered the plaintiff; and in failing to properly steer, guide, manage and control their said motor vehicle; in causing permitting and allowing the above described motor vehicle collision; in failing to take proper steps to avoid causing their motor vehicle to come into contact with Plaintiff's vehicle; in failing to properly slow down or stop their motor vehicle in sufficient time to avoid collision with the vehicle in which Plaintiff was operating; in failing to yield the right of way; in failing to stop and/or slow down in sufficient time to avoid the accident as is necessary for safe operation; in failing to verify that it was safe to proceed; in failing to properly apply the brakes of their motor vehicle to avoid the

collision that is the subject of this claim; in failing to properly maintain and operate the braking and acceleration devices of their motor vehicle; in failing to keep a proper lookout; in failing to employ that degree of caution, prudence and care which was reasonable and proper under the controlling circumstances; in failing to be alert and attentive; in operating their motor vehicle with reckless disregard for the safety of others, including, but not limited to, the Plaintiff; in operating their motor vehicle without due regard for the safety of all persons; in operating their motor vehicle in a negligent manner; and in otherwise being careless, reckless, negligent; thereby contributing to the happening of the subject accident.

15. That at all times herein mentioned, solely as a result of the defendant's negligence as aforesaid, plaintiff has sustained a serious personal injury and/or impairment which resulted in dismemberment; significant disfigurement; fracture; permanent loss of a body organ, or member; significant limitation of use of a body function or system; loss of normal pursuits and pleasures of life; and/or a medically determined injury or impairment which prevents plaintiff from performing substantially all of the material acts which constituted plaintiff's usual and customary activities for such period of time all as specified by Section 5102 of the Insurance Law, Subsection (d); in all to his damages both compensatory and exemplary in the sum which exceeds the jurisdiction of all lower courts which would otherwise have jurisdiction and which warrants the jurisdiction of this court.

**AS AND FOR A SECOND CAUSE OF ACTION**  
**ON BEHALF OF PLAINTIFF MICHAEL REED**

16. The plaintiff repeats and reiterates each and every allegation of the proceeding cause of action as if fully set forth at length herein.

17. That the plaintiff has sustained property damage to his motor vehicle, including towing, repair, and storage fees, in the amount of FIFTEEN THOUSAND DOLLARS (\$15,000.00).

WHEREFORE, the plaintiff demands judgment against the defendant(s) in the foregoing causes of action in the sum which exceeds the jurisdiction of all lower courts which would otherwise have jurisdiction and which warrants the jurisdiction of this court together with the costs and disbursements of each cause of action.

Dated: Brooklyn, NY  
May 25, 2021

Yours, etc.

ZWIRN & SAULINO, P.C.  
Attorney(s) for Plaintiff(s)  
2606 East 15<sup>th</sup> Street, Suite 205  
Brooklyn, New York 11235  
(718) 615-7400

A handwritten signature in black ink, appearing to read "Warren Zwirn". The signature is fluid and cursive, with "Warren" on the left and "Zwirn" on the right, connected by a flourish.

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BY: WARREN ZWIRN, ESQ.

ATTORNEYS VERIFICATION

WARREN ZWIRN, ESQ., hereby affirms as follows:

1. That I am associated with the attorney for the plaintiff in the within action.
2. That I have read the foregoing SUMMONS and VERIFIED COMPLAINT and know the contents thereof; that the same is true to my knowledge, except as to the matters therein stated to the alleged on information and belief, and as to those matters, I believe them to be true.
3. That the reason I make this verification in place and in stead of the plaintiff is that the plaintiff does not reside in the county in which her attorney maintains an office.

Dated: Brooklyn, New York

May 25, 2021

A handwritten signature in black ink, appearing to read "Warren Zwirn".

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WARREN ZWIRN, ESQ.

File #:  
INDEX NO.:

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

---

MICHAEL REED,

Plaintiff(s),

-against-

CHARLTON KRAUSE and RYDER TRUCK RENTAL, INC.,

Defendant(s),

---

SUMMONS WITH VERIFIED COMPLAINT

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ZWIRN & SAULINO, P.C.  
Attorney for Plaintiff  
Office and Post Office Address, Telephone

2606 EAST 15<sup>TH</sup> STREET, SUITE 205  
BROOKLYN, NY 11235  
TELEPHONE 615-7400  
AREA CODE 718



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BY: WARREN ZWIRN, ESQ.

Please take notice that this office does not accept service via FAX.

**SUPREME COURT of the STATE OF NEW YORK COUNTY OF BRONX**

X

MICHAEL REED,

Plaintiff(s),

-against-

CHARLTON KRAUSE and IRONCLAD LOGISTICS LLC,

Defendant(s),

X

To the above named Defendant(s)

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's Attorney(s) within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded herein.

Dated: **BROOKLYN, NEW YORK**  
**AUGUST 11, 2021**

Notice: The object of this action is to recover for personal injury due to defendant(s) negligence

The relief sought is **Monetary Damages**

Upon your failure to appear, judgment will be taken against you by default for the sum which exceeds the jurisdiction of all lower courts which would otherwise have jurisdiction and which warrants the jurisdiction of this court with interest from March 17, 2021 and the costs of this action

**DEFENDANT(S) ADDRESS(ES)**

CHARLTON KRAUSE  
4222 Woodacres Drive  
East Stroudsburg, PA 18301

IRONCLAD LOGISTICS LLC

INDEX NO. 807231/21E

Plaintiff(s) designates

**BRONX**

County as the place of trial

The basis of venue is

"Plaintiff's Residence"

**AMENDED SUMMONS**

Plaintiff's Residence:

2400 Hunter Avenue

Apt. 18C

Bronx, NY 10475

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

X

MICHAEL REED,

Plaintiff(s),

VERIFIED AMENDED  
COMPLAINT

-against-

INDEX #: 807231/21E

CHARLTON KRAUSE and IRONCLAD LOGISTICS  
LLC,

Defendant(s),

X

Plaintiff(s), complaining of the defendants by his attorney upon information and belief,  
respectfully allege(s):

**AS AND FOR A FIRST CAUSE OF ACTION  
ON BEHALF OF PLAINTIFF MICHAEL REED**

1. That on March 17, 2021 on a public highway called Northbound Bruckner Expressway at or near its intersection with Pelham Parkway in the County of Bronx, State of New York, the defendant CHARLTON KRAUSE negligently drove a motor vehicle bearing Registration #: 331181 INDIANA, into another motor vehicle in which plaintiff was operating.
2. That this action falls within one or more of the exceptions set forth in CPLR 1602.
3. That the cause of action alleged herein arose in the County of Bronx, State of New York.
4. That at the time of the commencement of this action, Plaintiff MICHAEL REED was a resident of the County of Bronx, State of New York.
5. That at the time of the commencement of this action, Defendant CHARLTON KRAUSE was, and still is, a resident of the State of Pennsylvania.
6. That on or about March 17, 2021 and at all times herein mentioned, defendant IRONCLAD LOGISTICS LLC., hereinafter referred to as "IRONCLAD", was a domestic corporation organized and existing by virtue of the laws of the State of New York.

7. That on or about March 17, 2021 and at all times herein mentioned, defendant IRONCLAD was a foreign corporation authorized to do business in the State of New York.

8. That on or about March 17, 2021 and at all times herein mentioned, defendant IRONCLAD was a foreign corporation doing business in the State of New York.

9. That on March 17, 2021, motor vehicle bearing Registration #: 331181 INDIANA was owned by defendant IRONCLAD.

10. That on March 17, 2021, motor vehicle bearing Registration #: 331181 INDIANA was leased by defendant IRONCLAD.

11. That on March 17, 2021, motor vehicle bearing Registration #: 331181 INDIANA was rented by defendant IRONCLAD.

12. That on March 17, 2021, motor vehicle bearing Registration #: 331181 INDIANA was operated by defendant KRAUSE.

13. That on March 17, 2021, at or near the location mentioned above, motor vehicle bearing Registration #: 331181 INDIANA and owned by IRONCLAD and operated by KRAUSE, made contact with another motor vehicle bearing Registration #: JPP5106 NEW YORK.

14. That on March 17, 2021, motor vehicle bearing Registration #: 331181 INDIANA was operated by defendant KRAUSE with the permission and consent of the owner, IRONCLAD.

15. That on March 17, 2021, motor vehicle bearing Registration #: 331181 INDIANA was operated by defendant KRAUSE within the scope of his employment.

16. That defendants, their agents, servants, employees and/or licensees were negligent, reckless and careless in the ownership, operation, control, management, supervision, and maintenance of their said motor vehicle; in operating their said motor vehicle in a manner which unreasonably endangered the plaintiff; and in failing to properly steer, guide, manage and control their said motor vehicle; in causing permitting and allowing the above described motor vehicle collision; in failing to take proper steps to avoid causing their motor vehicle to come into contact with Plaintiff's vehicle; in

failing to properly slow down or stop their motor vehicle in sufficient time to avoid collision with the vehicle in which Plaintiff was operating; in failing to yield the right of way; in failing to stop and/or slow down in sufficient time to avoid the accident as is necessary for safe operation; in failing to verify that it was safe to proceed; in failing to properly apply the brakes of their motor vehicle to avoid the collision that is the subject of this claim; in failing to properly maintain and operate the braking and acceleration devices of their motor vehicle; in failing to keep a proper lookout; in failing to employ that degree of caution, prudence and care which was reasonable and proper under the controlling circumstances; in failing to be alert and attentive; in operating their motor vehicle with reckless disregard for the safety of others, including, but not limited to, the Plaintiff; in operating their motor vehicle without due regard for the safety of all persons; in operating their motor vehicle in a negligent manner; and in otherwise being careless, reckless, negligent; thereby contributing to the happening of the subject accident.

17. That at all times herein mentioned, solely as a result of the defendant's negligence as aforesaid, plaintiff has sustained a serious personal injury and/or impairment which resulted in dismemberment; significant disfigurement; fracture; permanent loss of a body organ, or member; significant limitation of use of a body function or system; loss of normal pursuits and pleasures of life; and/or a medically determined injury or impairment which prevents plaintiff from performing substantially all of the material acts which constituted plaintiff's usual and customary activities for such period of time all as specified by Section 5102 of the Insurance Law, Subsection (d); in all to his damages both compensatory and exemplary in the sum which exceeds the jurisdiction of all lower courts which would otherwise have jurisdiction and which warrants the jurisdiction of this court.

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WHEREFORE, the plaintiff demands judgment against the defendant(s) in the foregoing causes of action in the sum which exceeds the jurisdiction of all lower courts which would otherwise have jurisdiction and which warrants the jurisdiction of this court together with the costs and disbursements of each cause of action.

Dated: Brooklyn, NY  
August 11, 2021

Yours, etc.

ZWIRN & SAULINO, P.C.  
Attorney(s) for Plaintiff(s)  
2606 East 15<sup>th</sup> Street, Suite 205  
Brooklyn, New York 11235  
(718) 615-7400

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3. That the reason I make this verification in place and in stead of the plaintiff is that the plaintiff does not reside in the county in which her attorney maintains an office.

Dated: Brooklyn, New York  
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WARREN ZWIRN, ESQ.

File #:  
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SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

---

MICHAEL REED,

Plaintiff(s),

-against-

CHARLTON KRAUSE and IRONCLAD LOGISTICS LLC,

Defendant(s),

---

AMENDED SUMMONS WITH VERIFIED AMENDED COMPLAINT

---

ZWIRN & SAULINO, P.C.  
Attorney for Plaintiff  
Office and Post Office Address, Telephone

2606 EAST 15<sup>TH</sup> STREET, SUITE 205  
BROOKLYN, NY 11235  
TELEPHONE 615-7400  
AREA CODE 718



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BY: WARREN ZWIRN, ESQ.

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